



# VOLUNTEER RELEASE & WAIVER OF LIABILITY

Updated July, 2020 to include information regarding COVID-19

This Release and Waiver of Liability (*the "Release"*) executed on \_\_\_\_\_ by \_\_\_\_\_  
(Today's Date) (Print Full Name)

(*the "Volunteer"*) in favor of Second Harvest Food Bank of East Central Indiana, a nonprofit corporation, their directors, officers, employees, and agent (**collectively, "Organization"**). The Volunteer desires to serve as a volunteer for Organization and engage in the activities related to being a volunteer (**the "Activities"**). The Volunteer understands the Activities may include bending, lifting, cutting, painting, general cleaning and sorting of both food and nonfood items, both inside and outside of the building and both on the premises and off the premises at remote locations.

I, on behalf of myself and/or any minor child/children for whom I have the capacity to contract, acknowledge and agree that I hereby freely, voluntarily, and without duress execute this Release under the following terms:

- Release and Waiver:** I hereby release and forever discharge and hold harmless the Organization and its successors and assigns from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer Activities with Organization. I understand that this Release discharges Organization from any liability or claim that I may have against Organization with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my Activities with Organization, whether caused by the negligence of Organization or its officers, directors, employees, agents or otherwise. I also understand that Organization does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
- Medical Treatment:** I do hereby release and forever discharge Organization from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the my Activities with employees, and agents to seek and obtain reasonable and necessary medical care for me including, but not limited to, the ability to consent to any reasonable and necessary medical examination, any X-ray or other diagnostic examination, and any needed medical, dental, or surgical diagnosis, treatment and hospital care.
- Assumption of the Risk:** I understand that the Activities include work that may be hazardous and may include, but are not limited to bending, lifting, cutting, painting, general cleaning and sorting of both food and nonfood items, both inside and outside of the building and both on and off the property. I hereby expressly and specifically assume the risk of injury or harm in the Activities and do hereby release Organization from all liability for injury, illness, death, or property damage resulting from Activities. **In regards to COVID-19, I acknowledge that I have been given information pertaining to the risk of potential exposure due to the Activities as a volunteer both on and off the premises.** In addition:
  - I understand the hazards of the novel coronavirus (COVID-19) and am familiar with the Centers for Disease Control and Prevention (CDC) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
  - Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
  - I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on or off the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COENTANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity to contract) Second Harvest Food Bank of East Central Indiana, their owners, officers, directors, agents, employees, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my volunteering either on or off the premises and participating in the Activities.
- Insurance:** I understand that Organization does not carry or maintain health, medical, or disability coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain their own medical or health insurance coverage.
- Other:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that this Release shall be governed by and Interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release, which shall continue to be enforceable.

**By signing below, I acknowledge and represent that I have read and understand the terms of this Volunteer Release and Waiver of Liability.**  (This volunteer is under 18, I am signing as Parent/guardian)

**Print Your Name:** \_\_\_\_\_ **Sign Your Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_, 2020

**Name of Minor Child(ren):** \_\_\_\_\_

All Volunteers must list an EMERGENCY CONTACT; this is someone we can contact in the event that you are unable to make a phone call to a relative or friend yourself.

**Emergency Contact Name:** \_\_\_\_\_ **Emergency Contact Phone Number:** \_\_\_\_\_



# TELL US MORE ABOUT YOURSELF

Mr.  Mx.

Ms.  Mrs.

\_\_\_\_\_ (First Name)

\_\_\_\_\_ (Middle Name)

\_\_\_\_\_ (Last Name)

Address: \_\_\_\_\_

(Street)

(City)

(State)

(Zip)

County of Residence: \_\_\_\_\_

The best way to get in touch with me about upcoming opportunities or cancellations is:

Phone: \_\_\_\_\_  Email: \_\_\_\_\_

Send me the e-newsletter about what Second Harvest is doing!

How did you find out about us? \_\_\_\_\_

I would like more information about volunteering at:

Warehouse

Forward S.T.E.P.S.

Tailgate

Big Idea

Special Event/Other

I am volunteering with an organization: \_\_\_\_\_

Do you have any special skills that you'd like to share?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Media Release:

Your impact creates change, we would like to use your photos to spread the word to cure hunger. If you are 18 or older, do you give your consent for any films, videos or photographs that may be taken to be used by Second Harvest Food Bank of East Central Indiana?

Yes  No (If No, please let us know you wouldn't like your photo taken, or turn away from the camera)

Second Harvest Food Bank of East Central Indiana does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These include, but are not limited to, staffing, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and agencies. If you need to report an incident, please contact our Office Manager or our President & CEO at 765-287-8698. Our Human Resource offices can be contacted by calling WorkSmart Systems at 317-585-7870 or email at [HR@worksmartpeo.com](mailto:HR@worksmartpeo.com).

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